

EXHIBIT 2

JULIE E. TAYLOR

v.

MID-CENTURY INSURANCE COMPANY, a California limited liability company d/b/a Farmers Insurance Group; DOES 1 through X, and ROE BUSINESS ENTITIES I through X, inclusive

Case No. To Be Determined

DEFENDANT'S EXHIBITS TO PETITION FOR REMOVAL

EXHIBIT 2

COMPLAINT FILED IN EIGHTH JUDICIAL DISTRICT COURT OF NEVADA

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JUN 09 2017

SERVICE OF PROCESS

6 IN THE EIGHTH JUDICIAL DISTRICT COURT
7 CLARK COUNTY, NEVADA

8 JULIE E. TAYLOR,)
9 Plaintiff,) Case No.: A-17-756323-C
10 v.) Dept. No.: Department 31
11 MID-CENTURY INSURANCE COMPANY,)
12 LLC, a California limited liability company,)
13 d/b/a Farmers Insurance Group; DOES I)
14 through X, and ROE BUSINESS ENTITIES I)
15 through X, inclusive,)
16 Defendants.)
17)
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EXEMPTION FROM ARBITRATION
VALUE EXCEEDS \$50,000

COMPLAINT

15 COMES NOW, Plaintiff, JULIE E. TAYLOR, by and through her counsel of record,
16 Rebecca A. Fuller, Esq., of Fuller Law Practice, PC, and for her claims of relief against the
17 Defendants, and each of them, alleges and complains as follows:

18 1. Plaintiff, JULIE E. TAYLOR, was at all times relevant hereto, and still is, a
19 resident of the city of Las Vegas, County of Clark, State of Nevada.

20 2. Defendant, MID-CENTRUY INSURANCE COMPANY, LLC, doing business as
21 FARMERS INSURANCE GROUP (hereinafter "FARMERS"), is a California limited liability
22 company engaged in the insurance business in the State of Nevada, and, at all times pertinent
23 hereto, was duly authorized to do business in the State of Nevada.

24 3. The true names and capacities of the Defendants DOES I through X, inclusive,
25 and ROE BUSINESS ENTITIES I through X, inclusive, are unknown to Plaintiff, who,
26 therefore, sues said Defendants by said fictitious names. Plaintiff is informed, believes, and
27 thereon alleges that each Defendant designated as DOES I through X and/or ROE BUSINESS
28 ENTITIES I through X is an insurance company and/or its owner, agent, employee, and/or

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1 assign providing insurance coverage and service to Plaintiff and/or is an organization or person
 2 otherwise contractually liable for the injuries and damages complained of herein. Plaintiff will
 3 ask leave of the Court to amend his Complaint to insert the true names of such Defendants when
 4 the same have been ascertained.

5 **FIRST CAUSE OF ACTION**

6 **(Breach of Contract)**

7 4. Plaintiff realleges and reasserts each and every statement contained in Paragraphs
 8 1 through 3 above. Plaintiff further alleges as follows:

9 5. At all times herein mentioned, and particularly on or about August 16, 2013,
 10 Plaintiff was operating her vehicle, generally described as a 2011 Hyundai Tucson bearing
 11 Nevada license plate number 244XGZ, and was traveling eastbound on Coley Avenue at the
 12 intersection of Coley Avenue and Montessori Street. There were no traffic control devices on
 13 Coley and Plaintiff had the right of way.

14 6. At such time and place, Demarcus Eugene McKenzie (hereinafter "McKenzie")
 15 was operating a vehicle owned by Hertz Vehicles, LLC (hereinafter "Hertz"), generally
 16 described as a 2013 Chevrolet bearing Nevada license plate number 908YVR, and was traveling
 17 southbound on Montessori Street when he failed to stop for the stop sign and entered the
 18 intersection at the same time Plaintiff's vehicle was passing, and colliding with the left front side
 19 of Plaintiff's vehicle. The impact caused Plaintiff's vehicle and McKenzie's vehicle to redirect
 20 and led to a second impact of McKenzie's vehicle on the left rear of Plaintiff's vehicle.

21 7. At all times during his operation of the aforementioned motor vehicle, McKenzie
 22 owed a duty of care to Plaintiff to operate said vehicle properly and in a reasonable manner,
 23 complying with all rules of the roadway, including relevant laws via statute, ordinance, code, or
 24 otherwise.

25 8. On or about August 16, 2013, McKenzie operated the 2013 Chevrolet negligently,
 26 carelessly, and recklessly by failing to yield the right of way, disregarding a traffic control
 27 device, failing to pay full attention to his driving, failing to use due care, failing to decrease his
 28 speed, and failing to operate the vehicle in a manner safe for existing conditions, all and each of

1 which caused the vehicle McKenzie was driving to collide with Plaintiff's vehicle, and thereby
2 directly and proximately causing injuries and damages to Plaintiff.

3 9. McKenzie did not have insurance coverage for the collision.

4 10. Hertz, as the owner of the vehicle, was self-insured and had limits of liability
5 insurance in the amount of fifteen thousand dollars (\$15,000.00), which amount has been
6 tendered.

7 11. Plaintiff's damages far exceeded the monies available to her under the liability
8 insurance of Hertz.

9 12. At all times pertinent hereto, Plaintiff was acting as a reasonable and prudent
10 driver in accordance with all relevant statutory and common laws and in no way caused or
11 contributed to the accident or the injuries she sustained.

12 13. At all material times and places, and particularly on August 16, 2013, Plaintiff
13 owned and operated a motor vehicle described as a 2011 Hyundai Tucson, bearing Nevada
14 license number 244XGZ, insured by Defendant Farmers.

15 14. At all times pertinent hereto, Plaintiff was a named insured under an insurance
16 policy (policy number 0189610075), issued by Defendant Farmers and/or its officers, agents,
17 employees, and/or assigns for the Plaintiff's 2011 Hyundai Tucson motor vehicle which policy
18 provided Plaintiff underinsured and uninsured motorist coverage.

19 15. Policy number 0189610075 provided underinsured and uninsured motorist
20 coverage to Plaintiff in the face amount of \$100,000.00 per person and \$300,000.00 per accident.

21 16. At all times pertinent hereto, the insurance policy referred to above was in full
22 force and effect and all premiums due on said policy had been paid.

23 17. Plaintiff has performed all conditions, covenants, and promises of the policy as
24 required, including, but not limited to, the payment of term premiums.

25 18. Plaintiff has provided all pertinent information and documentation in an
26 application for underinsured motorist benefits with Defendant Farmers.

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19. Defendant Farmers, under said underinsured motorist policy, has failed to make a reasonable valuation of the claim, and has failed to make and tender a reasonable and adequate offer to compensate Plaintiff for her severe injuries and damages as alleged herein.

20. Defendant Farmers's failure to reasonably evaluate, offer, and tender payment under said policy of underinsured motorist coverage and/or to make a reasonable and adequate offer to compensate Plaintiff for her severe injuries and damages, as alleged herein, constitutes a breach of contract on the part of Defendant under the terms and conditions as the policies set forth.

21. As a direct and proximate result of Defendant Farmers's aforesaid breaches of contract, Plaintiff has been damaged in an amount in excess of Ten Thousand Dollars (\$10,000).

22. It is necessary for Plaintiff to have retained the services of an attorney to prosecute this action and Plaintiff is entitled to an award of reasonable attorney's fees and costs of suit.

SECOND CAUSE OF ACTION

(Breach of Covenant of Good Faith and Fair Dealing)

23. Plaintiff realleges and reasserts each and every statement contained in Paragraphs 1 through 22 above. Plaintiff further alleges as follows:

24. Implied within the contract of insurance sold to the Plaintiff by the Defendant is a covenant of good faith and fair dealing.

25. The Plaintiff has established a legal entitlement to her underinsured motorist coverage due to the fault of the tortfeasor, McKenzie, and the damages causally related thereby, both of which have been appropriately communicated by Plaintiff to Defendant Farmers.

26. Defendant Farmers's acts and omissions aforementioned are considered to be, and still are, unreasonable conduct, and Farmers knows and/or should know that these acts and omissions are, in fact, unreasonable.

27. Defendant has breached the implied covenant of good faith and fair dealing by the above acts and omissions, including, but not limited to, consistently failing to live up to its contractual obligations, failing to reasonably and appropriately evaluate Plaintiff's legal

1 entitlement to damages, failing to tender a fair and reasonable amount, and consistently relying
2 upon facetious and disingenuous grounds to arbitrarily minimize Plaintiff's valid claim.

3 28. As a direct and proximate result of Defendant Farmers's aforesaid breaches of the
4 implied covenant of good faith and fair dealing, Plaintiff is entitled to punitive damages herein in
5 sums in excess of Ten Thousand Dollars (\$10,000).

6 29. It is necessary for Plaintiff to have retained the services of an attorney to
7 prosecute this action and Plaintiff is entitled to an award of reasonable attorney's fees and costs
8 of suit.

9 **THIRD CAUSE OF ACTION**

10 **(Breach of Fiduciary Duty)**

11 30. Plaintiff realleges and reasserts each and every statement contained in Paragraphs
12 1 through 29 above. Plaintiff further alleges as follows:

13 31. The contract of insurance sold to the Plaintiff by the Defendants carries with the
14 contract a fiduciary duty therein.

15 32. The Defendants have breached their fiduciary duty by the acts and omissions
16 alleged herein.

17 33. As a direct and proximate result of Defendant Farmers's aforesaid breaches of
18 their Implied Fiduciary Duty therein, Plaintiff has been damaged in an amount in excess of Ten
19 Thousand Dollars (\$10,000).

20 34. It is necessary for Plaintiff to have retained the services of an attorney to
21 prosecute this action and Plaintiff is entitled to an award of reasonable attorney's fees and costs
22 of suit.

23 **FOURTH CAUSE OF ACTION**

24 **(Violation of Statute)**

25 35. Plaintiff realleges and reasserts each and every statement contained in Paragraphs
26 1 through 34 above. Plaintiff further alleges as follows:

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1 36. The Defendant Farmers is subject to various statutes of the State of Nevada
2 regarding its business practices, including, but not limited to, the Nevada Unfair Claims Practices
3 Act.

4 37. The Defendant Farmers has violated numerous aspects of the above mentioned
5 Nevada Unfair Claims Practices Act, including, but not limited to, 1) failing to effectuate a
6 prompt, fair, and equitable settlement of this claim in which liability has become reasonably
7 clear, and 2) compelling Plaintiff to institute litigation to recover amounts due under a policy.

8 38. As a direct and proximate result of Defendant's aforesaid violations of Nevada
9 statutes, Plaintiff has been damaged in an amount in excess of Ten Thousand Dollars (\$10,000).

10 39. It is necessary for Plaintiff to have retained the services of an attorney to
11 prosecute this action and Plaintiff is entitled to an award of reasonable attorney's fees and costs
12 of suit.

13 **WHEREFORE**, Plaintiff, JULIE E. TAYLOR, prays for judgment against Defendant
14 FARMERS as follows:

FIRST CAUSE OF ACTION

16 1. For general damages in an amount in excess of Ten Thousand Dollars (\$10,000);
17 2. For special damages in an amount to be determined at time of trial;
18 3. For costs of suit with interest and reasonable attorney's fees incurred herein; and
19 4. For such other and further relief as the Court may deem just and proper.

SECOND CAUSE OF ACTION

21 1. For general damages in an amount in excess of Ten Thousand Dollars (\$10,000);
22 2. For special damages in an amount to be determined at time of trial;
23 3. For costs of suit with interest and reasonable attorney's fees incurred herein;
24 4. For punitive damages in an amount to be determined at time of trial; and
25 5. For such other and further relief as the Court may deem just and proper.

THIRD CAUSE OF ACTION

27 1. For general damages in an amount in excess of Ten Thousand Dollars (\$10,000);
28 2. For special damages in an amount to be determined at time of trial;

3. For costs of suit with interest and reasonable attorney's fees incurred herein; and
4. For such other and further relief as the Court may deem just and proper.

FOURTH CAUSE OF ACITON

1. For general damages in an amount in excess of Ten Thousand Dollars (\$10,000);
2. For special damages in an amount to be determined at time of trial;
3. For costs of suit with interest and reasonable attorney's fees incurred herein; and
4. For such other and further relief as the Court may deem just and proper.

Dated this 1st day of June, 2017.

FULLER LAW PRACTICE, PC

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